

1887

AGREEMENT

THIS AGREEMENT, made this 16th day of April, 1981, by and between: TOWNSHIP OF EWING, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer", and NEW JERSEY STATE POLICEMEN'S BENEVOLENT, INC., LOCAL NO. 111, EWING TOWNSHIP, TRENTON, NEW JERSEY, hereinafter referred to as the "Association".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of the patrolmen of the said Police Department of the Township of Ewing.

NOW THEREFORE, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association, as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer recognizes the Association as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classification of Ewing Township Patrolmen. ^{LIBRARY} ^{Institute of Management and Labor Relations}

Section 1.02

OCT 2 1981

The bargaining unit shall consist of all patrolmen of the Police Department of the Township of Ewing, Mercer County, New Jersey, including but not limited to all patrolmen detectives and Dispatcher James Jobst. Agreement pertaining to wages, hours of work and other conditions of employment of Dispatcher James Jobst will not be the same as the patrolmen and patrolmen detectives and will be particularly set forth in a section pertaining to the benefits of Dispatcher Jobst solely later in this Agreement. Should there be a change in Civil Service status of the patrolmen detectives, said patrolmen detectives will remain within the bargaining unit herein defined.

Jan 1, 1981

Section 1.03

This Agreement shall govern all wages, hours and other condition of employment as hereinafter set forth except that it is recognized that the management of the Township, the control of its properties and maintenance of order and efficiency is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to selecting and directing the working forces, including the right to hire, to suspend or discharge for just cause, assign, promote or transfer within the Department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, consistent with N.J.S.A. 40A:14-19 et seq., transfer and decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair of equipment, amount of supervision necessary, machinery, methods schedules of work together with selection, procurement, designing, engineering, and the control of equipment and materials, purchase services of others, contract or otherwise except as may be otherwise specifically limited by this Agreement.

Section 1.04

It is agreed that during the term of the Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott, illegal or unlawful picketting or willful interference with the established procedures and policies, against or within the Township of Ewing and that there shall be no lock out of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Association shall take the necessary steps to have the employees who participated in such action return to their jobs, forward copy of such order to the employer and use every means at its disposal to influence employees to return to work.

Section 1.05

This Agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURES

Section 2.01

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent for each of the parties.

Section 2.02

Collective bargain meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

The President of P.B.A. Local #111 and not more than two additional members of the Association shall participate in collective bargaining meetings called for the purpose of negotiations of collective bargaining agreement provided, however, that not more than one person of the above shall be on duty during the course of said negotiations and be excused from work assignment without loss of pay for said collective bargaining meetings.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

Section 3.01

The Association President or his designee and the aggrieved party shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. They shall not leave their work without first obtaining permission of their immediate supervisor, which permission shall not be unreasonably withheld.

Section 3.02

The President of the Association and the State delegate or their designee shall be permitted not more than eight (8) days off without loss of pay to attend the annual P.B.A. State Convention in accordance with the Law. In addition, the State delegate shall be permitted to make necessary schedule changes with any other Association member, with the consent of said other member, and with notice of same being given to the Chief of Police, to enable the delegate or his designee to attend the regularly scheduled monthly meetings of the State P.B.A.

ARTICLE IV

EQUAL TREATMENT

Section 4.01

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Association membership or Association activities.

The Township and the Association agree not to interfere with the right of employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE V

PAY TREATMENT FOR EXTENDED ILLNESS

Section 5.01

SICK LEAVE

1. Members of the Police Department shall be entitled to receive full payment for a period of two hundred and fifty-one (251) working days for absence from work due to sickness as hereinafter defined. Sick leave is defined to mean absence from duty of a member because of personal illness, accident or disability not service connected, by reason of which such member is unable to perform the usual duties of his position providing that such sickness or disability was not the result of gross neglect or misconduct on the part of such member, and further provided that the Township Physician certified that such sickness, accident or disability prevents the member from carrying on the normal duties of a Police Officer.

2. In addition to the sick leave set forth above, each member of the Association shall be entitled to twelve (12) sick days per calendar year, which sick days may be accumulated. In the event that any member of the Association is absent for more than the aforementioned accumulated sick days, each day in excess of the aforementioned accumulated sick days shall be deducted from the two hundred and fifty-one (251) day period. At any time that a member of the Association has less than two hundred and fifty-one (251) days, he may accumulate sick leave up to the two hundred and fifty-one (251) day period by adding the days less than

twelve (12) not used in any one year to his accumulated total days, not to exceed two hundred and fifty-one (251) days.

3. All patrolmen hired by the Township of Ewing after January 1, 1969 shall be entitled to twelve (12) days sick leave for the one year probationary period, and upon completion of said probationary period said patrolmen shall be entitled to all of the sick leave as defined in paragraphs 1 and 2 above.

4. In order to maintain sick leave records on an annual basis, each member, upon completion of his probationary period, shall be entitled to a prorated portion of the twelve (12) days sick leave set forth above for the balance of the calendar year.

5. Each member of the Association shall be permitted to use up to a total of six (6) of the twelve (12) sick days per calendar year for sick leave emergencies in the immediate family; in the case of wife, son, daughter, mother and father.

The emergency sick leave as stated above will be provided to each Association member at the discretion of the Chief of Police or his designee. The interpretation of emergency will be determined by the Chief of Police or his designee.

Section 5.02

DISABILITY LEAVE

A member who is disabled by injury incurred in performance of his duties or by illness as a direct result of or arising out of his employment shall be granted a leave of absence with full pay for a period not to exceed one year. After the said one year, the employee shall have to use his sick or vacation time for additional time he is out, the employer to receive credit for any worker's compensation temporary disability payments received by the employee.

Disability leave is defined to mean absence from work of an employee because of injury incurred in the performance of his duties or by illness as a direct result of or arising out of his employment by reason of which such employee is unable to perform the usual duties

of his position, provided such disability was not the result of gross neglect or misconduct on the part of such employee; and further provided that the Township Physician certified that the disability prevents the employee from carrying on the normal duties of a police officer.

In the event of a dispute as to the officer's ability to return to work and if the Township Physician deems it necessary, the Township Physician may refer an officer to an appropriate medical specialist.

In the event an injured employee receives temporary disability under worker's compensation during the course of the aforementioned one year, he is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment of the injured employee's full salary during the course of the one year, and in the event that an injured employee does not endorse and turn over the aforementioned draft to the Township Clerk, he shall not then receive his full pay but only the difference between the compensation pay and his full pay during that one year period of time.

Section 5.03

In the event any employee is required to enter an area, a home, or any location in which a contagious or communicable disease is reported and is certified to be such by the Township Physician, the Township shall provide for any and all medical attention and treatment, as is deemed necessary by the Township Physician, including but not limited to vaccination or inoculation for said member and his family.

In the event such disease is determined to have existed without advance knowledge then the officer involved and his family and all other officers and their families who have been in contact with the initial officer shall receive such medical attention or treatment as is deemed necessary by the Township Physician. In the event of a dispute or disagreement which may arise under this Section, the Township Physician may refer an officer to an appropriate medical specialist.

ARTICLE VI

ASSOCIATION DUES AND DEDUCTIONS CHECK OFF

Section 6.01

Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Association dues of such employee from his paycheck, and remit such deductions by the tenth (10th) day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee may, in writing, terminate his or her respective dues deduction authorization as of July 1 or January 1 of each contract year.

Section 6.02

The employer agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Association dues, a representation fee equal to eighty-five (85%) percent of Association dues, as may be certified to the employer by the Association at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1st) pay after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

If, during the course of the year, the non-member becomes an Association member, the employer shall cease deducting the representation fee and commence deducting the Association dues beginning with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year an Association member directs the employer to cease Association dues deductions in a manner appropriate under the terms of the Agreement, the employer shall commence deduction of the representation

fee with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Association in the same manner, and in the same time as the Association dues.

This provision is to become effective upon execution of this Agreement by both parties and upon the Association submitting a list of non-Association members in the bargaining unit to the employer.

2. New Jersey State Policemen's Benevolent, Inc., Local #111 shall indemnify, defend and save harmless the Township of Ewing against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this ARTICLE VI.

3. Further, in consideration for the Township of Ewing's action in implementing Agency Shop, (P.L. 1979 c 407, amending N.J.S.A. 34:13A-5 et seq.) New Jersey State Policemen's Benevolent, Inc., Local #111 does agree to reimburse the Township of Ewing for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township of Ewing that shall arise out of any of said check-off deductions.

ARTICLE VII

HOURS OF EMPLOYMENT

Section 7.01

The normal hours of employment shall not exceed eight (8) consecutive hours in any one day and the normal hours for the year of employment are set forth in the hours of work formula as set forth in the Appendix A annexed hereto.

Section 7.02

In an emergency, each and every employee shall be subject to call for overtime duty, and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as a special need as opposed to that referred to in 3.16 of the Revised Ordinances of the Township of Ewing. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor, the Police Chief or their designated representative and will not be subject to the grievance procedure.

Overtime shall be paid as follows:

1. In an emergency call-back situation, an employee who is required and returns to work during a period other than his regular shift shall be guaranteed two (2) hours pay. The employee will be paid time and one-half his regular rate of pay for actual time worked, and will be given the opportunity to go home when the assignment he was called in for is completed. In the event the employee desires to leave work when the assignment is completed, he will then be paid straight time from the completion of the work assignment for the remaining time up to two (2) hours. If the employee decides to stay, the supervisor may provide work for the remaining time up to two (2) hours.

When the two (2) hours call-back time pay overlaps with the regular shift, upon commencement of the regular shift, the employee from that time on will not receive time and one-half but his or her straight time pay.

2. All other overtime shall be paid at the rate of time and one-half except overtime referred to in sub-paragraph five (5) hereof with respect to standby alerts, and consistent with the other provisions of this section.

3. All overtime must be approved by the Chief of Police or his designated representative or the Member's immediate supervisor before it is worked.

4. The first twenty minutes of overtime during any regularly scheduled shift shall be non-payable. The time for overtime, however, in excess of twenty (20) minutes shall revert to the beginning time of the original overtime.

5. Straight time, as opposed to overtime, shall be paid for all standby alerts from the time a member is personally contacted until he is relieved from duty. Standby alert shall be self-cancelling if the member is not contacted and advised of the continuance of the standby alert at the expiration of four (4) hours from the time when the member is contacted, and said member so placed on standby alert shall be compensated four (4) hours.

6. Overtime for Municipal Court appearances shall be paid to members commencing at the time the individual is required to be in court and extending to the end of said members court cases as verified by the Court Clerk. Said overtime shall be paid only to those members required by the court to appear on their off-duty time. Members who schedule court on their off-duty time will not be compensated. Additionally, reasonable travel time from the Ewing Township Police Headquarters to the particular Municipal Court and back to the Ewing Township Police Headquarters shall be compensated as overtime.

7. Overtime for Grand Jury appearances shall be paid to off duty members beginning thirty (30) minutes before the subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the Prosecutor in charge of the Grand Jury on that particular day. Reasonable travel time to and from Grand Jury from the Ewing Township Police Headquarters shall be considered as overtime.

8. Overtime for Criminal Court appearances shall be paid to off duty members beginning thirty (30) minutes before the subpoena scheduled time and extending thirty (30) minutes after the certified dismissal time as verified by the trial Prosecutor. Reasonable travel time to and from the aforesaid Criminal Court shall be compensated as overtime.

9. Overtime records shall be maintained by the employer. Each member may examine his own record, which will be made available to him at reasonable times.

Section 7.04

TOURS OF DUTY

The tours of duty shall continue as they are currently in force, except as the Township may from time to time, reasonably alter and change same, providing however, reasonable notice be given to the members affected, except in case of emergency.

ARTICLE VIII

RULES AND REGULATIONS

Section 8.01

Proposed modifications, changes or new rules and regulations will be discussed by the members of the Association and the Police Department prior to formal adoption. The members of the Association may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the Police Department.

Section 8.02

No member of the Association shall be required to perform such activities as carpentry work, masonry work, or plumbing work without the consent of said member.

Section 8.03

When a member of the Association is assigned by the Chief of Police or his designee in an acting capacity to perform work of a higher rank, the employee so assigned in an acting capacity shall be paid at the higher rate of pay from the time he is so assigned in an acting capacity until the completion of his tour of duty in that higher rank.

Section 8.04

The probationary period for all new officers shall be one year.

Section 8.05

All proposed schedules shall be prepared and posted in the ready room at least thirty (30) days in advance.

Section 8.06

The Township will have the Township Physician perform annual physicals and he shall conduct such tests as he deems necessary.

ARTICLE IX

WAGES

Section 9.01

A. Each employee covered by this Agreement, other than Dispatcher James Jobst, for the period of January 1, 1981 to December 31, 1981, shall

ARTICLE VIII

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ARTICLE IX

WAGES

Section 9.01

A. Each employee covered by this Agreement, other than Dispatcher James Jobst, for the period of January 1, 1981 to December 31, 1981, shall

receive a wage increase as set forth in Appendix B annexed hereto.

This wage increase shall be eight (8%) percent of the employee's annual base salary as of December 31, 1980, exclusive of overtime, longevity and holiday pay.

In addition, those patrolmen or detectives who are entitled to an increment, will receive their increment.

The wages set forth in Appendix B will be retroactive to January 1, 1981.

B. All patrolmen appointed detective shall receive an additional compensation from the date of said appointment in the amount of \$200.00 per annum prorated.

ARTICLE X

HOLIDAYS

Section 10.01

It is recognized by both parties that employees of the Police Department may not by reasons of Departmental business enjoy paid holidays by not working on those dates. Therefore, in lieu of the holiday itself, each employee of the Police Department will receive a full day's pay in addition to his regular salary for fourteen (14) holidays.

Section 10.02

All holiday pay is to be paid in two separate checks, the first not later than June 15th and the second not later than December 1st of the respective year.

ARTICLE XI

FUNERAL LEAVE

Section 11.01

All members of the Association will be allowed the following time off:

a. In the cases of death of Father, Mother, Grandfather, Grandmother, Grandchild, Wife, Son, Daughter, Brother, Sister, Father-in-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, from the date of death until the day of burial inclusive.

b. In the case of death of an Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, grandparent of Wife, Cousin of the First Degree, Niece or Nephew of an Officer's Wife, and Aunt or Uncle of an Officer's Wife, the day of burial only.

Section 11.02

Exceptions to this rule may be made when the deceased is buried in another city and the member would not be able to return to work in time for duty with a leave granted.

Section 11.03

Any member absenting himself shall advise his immediate supervisor of the date or dates he will be absent and prior to receiving pay for the period of their absence shall verify in writing the relationship between the deceased and themselves, the dates on which they were absent, to the Chief of Police, as soon as is practicable upon their return to duty.

ARTICLE XII

VACATION

Section 12.01

All members of the Association are entitled to a leave of absence (Annual Vacation) each year with pay as follows:

Patrolmen	21 working days
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Any member of the Department having served less than twelve (12) months shall only be entitled to one (1) day per month, or fraction thereof. Upon the completion of the twelfth month anniversary date such member shall be entitled to 1.75 days per month, or fraction thereof, until the following January 1st, at which time vacation computation for such member shall be as provided in the first paragraph hereof. At no time will any such member of the Association be granted more than the allotted twenty-one (21) working days vacation within any given one year period of time.

Section 12.02

In the event a patrolman or detective is on vacation and someone in his immediate family dies, the bereavement time that the patrolman or detective would be entitled to will be credited to the bereavement and not to vacation.

ARTICLE XIII

LONGEVITY PAY***UNIFORM ALLOWANCE

Section 13.01

Each employee covered by this Agreement, shall, in addition

to his regular wages and benefits, be paid a longevity increment based upon years of service with the Township of Ewing, in accordance with the following schedule:

After 8 years of service.....	\$200.00
After 12 years of service.....	\$400.00
After 17 years of service.....	\$600.00
After 22 years of service.....	\$800.00
26 years of service and more.....	\$1000.00

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid the beginning of the next quarter the prorated sum of longevity as set forth in the schedule hereinabove.

Longevity shall be paid to full time permanent employees only and the amount to be paid will be based upon the years of continuous service with the Township.

The parties hereto agree that longevity pay be included with the base salary for pension purposes solely.

Section 13.02

The Township agrees to provide each employee covered by this agreement uniform clothing and related items of a value not to exceed four hundred fifty (\$450.00) dollars per annum. It is understood of this aforementioned four hundred fifty (\$450.00) dollars that the Township is providing, the police officer may at his option use a sum up to two hundred fifty (\$250.00) dollars toward dry cleaning of these uniforms at a dry cleaning establishment selected by the Township of Ewing. The Police Department will advise the officer when he reaches the sum of two hundred fifty (\$250.00) dollars. Said dry cleaning bill is to be forwarded to the Township.

Uniforms and/or replacements must be ordered by the employee on or before August 31, 1981. The Township of Ewing will not be responsible to provide uniforms to the employee, or replacements, if they are ordered after August 31, 1981, except in the case of an emergency due to damage or loss of uniform in the course of employment subsequent to August 31, 1981 and prior to December 31, 1981.

The dry cleaning aspect of this Agreement must be used prior to December 25, 1981.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.01

The Township will provide at the Township's expense hospitalization and medical insurance through the New Jersey State Plan or through any Plan which is substantially equivalent to said Plan to each employee of the bargaining unit and his dependents covered by this Agreement.

Said Plan shall include the following coverage:

- (a) Comprehensive Blue Cross
- (b) Blue Shield Plan and Rider J
- (c) Group Major Medical Insurance with at least a \$25,000 limit.
- (d) The Township of Ewing shall continue prescription drug provision program with hospital service plan of New Jersey. The premium for said program shall be paid for by the Township of Ewing and administered by same. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents. Through the hospital service plan of New Jersey prescription program each prescription required by a competent medical authority for a federal legend drug shall be paid for by the carrier, subject to deductible provisions which shall not exceed \$1.50 per prescription, and further subject to specified procedures and administrative rules and regulations which are part of the program.
- (e) Permanent employees covered by this agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:
 - 1) Twenty (\$20.00) dollars toward the cost of regular optical lenses for the employee and his dependents, not more than one (1) payment per individual every two (2) years.
 - 2) Twenty-Five (\$25.00) dollars towards the cost of bifocal lenses for the employee and his dependents, not more than one (1) payment per individual every two (2) years.

The employee and his dependents, (as set forth in the State of New Jersey Health Benefit Program Act) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of ninety (90) days. *RAZ 4/16/81 fw*

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.01

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting

the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township.

Section 15.02

DEFINITION

The term grievance shall mean an allegation that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy or order applicable to the Agency or department which employs the grievant which shall be limited to those matters affecting the terms and conditions of employment.

Section 15.03

STEPS OF THE GRIEVANCE PROCEDURE

The following constitute the sole and exclusive method of solving grievances covered by this Agreement.

Step 1. The President, with or without the aggrieved party, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the President within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) days of its occurrence or within five (5) days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned. In the event that the employee has a grievance against his supervisor, Step 1 can be waived and the employee can proceed immediately to the step over the Supervisor in question. *NOT 4/14/81 FAS*

Step 2. If the grievance has not been settled, it shall be presented in writing to the Deputy Chief within five (5) days after the Sergeant's response is due. The Deputy Chief will respond to the President in writing within three (3) days. If the grievance is not presented in writing in accordance with this Stipulation within five (5) days, it shall be deemed abandoned.

Step 3. If the grievance has not been settled, it shall be presented in writing to the Chief of Police within five (5) days after the Deputy Chief's response is due. The Chief of Police shall respond to the President in writing within three (3) days. If the grievance is

not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned.

Step 4. If the grievance shall remain unadjusted, it shall be presented to the Township Committee in writing seven (7) days after the response from the Chief of Police. The Township Committee will respond to same in writing within five (5) days. If the grievance is not presented in writing within seven (7) days, it shall be deemed abandoned.

Step 5. If the grievance is still unsettled, the Association may within fifteen (15) days after the reply of the Township Committee, request arbitration. In the event the arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned and the matter may not then thereafter be arbitrated.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employees Relation Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The aforesaid arbitration shall be binding upon the parties, only in cases of discharge. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give an employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Civil Service rules and regulations, but in effect only to give additional alternative remedy to the employee. A grievant must elect to proceed under either arbitration or civil service, not both.

Expenses for the arbitrator's services and the proceedings

shall be born equally by the Employer and the Association. If either party desires a verbatim record to the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

ARTICLE XVI

TERM

Section 16.01

This Agreement shall be effective as of the first day of January, 1981 and shall remain in full force and effect until midnight December 31, 1981. Negotiations concerning any renewal or replacement hereof shall commence on September 14, 1981 by and between the parties hereto by notice by either party served, regular mail, upon the other.

This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided to the other party.

ARTICLE XVII

INDEMNIFICATION

Section 17.01

Employer shall keep in full force and effect a policy of liability insurance coverage covering each and every member and provide to the Association satisfactory assurance of said policy of insurance being in effect. Said policy shall continue with the liability limits and amounts as existing on the date of the execution hereof.

Section 17.02

Employer shall, at no cost to the member, repair or replace at the Employer's option any personal equipment or property of the member damaged or broken as a result of the activities of a member in the line of duty as a Ewing Township Police Officer up to a sum not to exceed \$150.00. It shall be the responsibility of the member to provide sufficient and adequate verification of said loss or damage and value of his loss or damaged good as soon as possible after said loss or damage occurs.

ARTICLE XVIII

RETIREMENT BENEFITS

Section 18.01

1. The employer agrees to continue to provide retirement benefits as are presently in effect at its cost and expense.

2. UNUSED SICK LEAVE--RETIREMENT

Permanent employees in the unit who enter regular retirement after twenty-five (25) years of service, and have to his or her credit any earned and unused accumulative sick leave, which sick leave shall be solely the twelve (12) days per calendar year set forth in the Contract and not the two hundred fifty-one (251) days base sick days set forth in the contract, shall be entitled to receive supplemental compensation for each earned and unused accumulative sick leave as defined above.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation shall exceed six thousand (\$6,000.00) dollars. This supplemental compensation shall be paid in a lump sum after the effective date of retirement.

The sum of six thousand (\$6,000.00) dollars will not be increased for the years 1982, 1983 and 1984.

For a permanent employee to be entitled to unused sick leave payment, he must have, in addition to the two hundred fifty-one (251) base sick days, some unused accumulated sick leave. Examples:

(a) Employee has two hundred fifty-one (251) base sick days, plus fifty (50) unused sick days, he would be entitled to be compensated for one half (1/2) of the unused fifty (50) sick days up to the sum of six thousand (\$6,000.00) dollars.

(b) Employee has two hundred (200) base sick days, and no unused accumulated sick leave, he would not be entitled to any compensation for unused sick leave.

(c) Employee has one hundred fifty-one (151) base sick leave and one hundred fifty (150) unused accumulated sick leave, one hundred (100) of his accumulated sick leave would have to be added to

the one hundred fifty-one (151) base sickdays to arrive at two hundred fifty-one (251) base sick days, which would leave the employee with fifty (50) unused accumulated sick leave, and he would be entitled to one half (1/2) of those fifty (50) days for compensation up to the maximum of six thousand (\$6,000.00) dollars.

3. The Employer will pay the premium for Blue Cross and Blue Shield coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefit Program, after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88. *RAZ 4/16/81 FW*

ARTICLE XIX

REPRESENTATION OF MEMBERS

Section 19.01

Whenever an employee is a defendant in an action or legal proceeding arising out of or incidental to the performance of his duty, the employer shall provide the employee with necessary means for the defense of such action and proceedings, but not for his defense in a disciplinary action instituted against him by the employer or in a criminal proceeding instituted against him as a result of a complaint on behalf of his employer. If any disciplinary action or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally be determined in favor of the employee, the employer shall reimburse the employee for the expense of his defense. In any criminal proceeding instituted against the employee arising out of or incidental to the performance of his duties, the employee shall have the right to secure independent counsel, subject to the approval of the employer, as to the attorney retained and the fees to be charged, which approval shall not be unreasonably withheld. In the event that the employee fails to obtain the approval of the employer as to the fee to be charged by the attorney and the attorney to be retained, then in that event the fee for the attorney will be the sole responsibility of the employee.

ARTICLE XX

IN-SERVICE TRAINING

Section 20.01

The Township of Ewing will compensate the employee, at the rate of eighteen (18¢) cents per mile for the employee's use of his own motor vehicle in attending schooling and inservice training, which schooling and inservice training is required by the police department.

Section 20.02

The Township of Ewing will pay the sum of Two Hundred Dollars (\$200.00) annually to the police officer who has recieved an AA degree with a major in law enforcement and/or criminal justice. The Township of Ewing will pay the sum of Four Hundred Dollars (\$400.00) annually to the police officer who has received a Bachelor's degree with a major in law enforcement and/or criminal justice. In no case is the police officer to receive more than Four Hundred Dollars (\$400.00) annually, and the sum is in addition to the salary as set forth in Article IX.

ARTICLE XXI

DEATH BENEFITS

Section 21.01

In the event of a death of an active member of the Association, his unused vacation and holiday pay is to be paid to his heirs or next of kin on a prorated basis.

ARTICLE XXII

BENEFITS FOR DISPATCHER JAMES JOBST

Section 22.01

Dispatcher James Jobst for the period from January 1, 1981 to December 31, 1981, shall receive a wage increase of eight (8%) percent based upon his annual salary, exclusive of overtime, longevity and holiday pay as of December 31, 1980. Dispatcher James Jobst will receive the above salary increase retroactive to January 1, 1981.

Section 22.02

Dispatcher James Jobst's conditions of employment and benefits will be the same as all other civilian employees of the Township of Ewing which consist of vacation plan, longevity plan, holiday plan and health and benefits plan.

ARTICLE XXIII
CIVIL SERVICE RIGHTS

Section 23.01

The parties agreed that notwithstanding the terms set forth in this contract that the employees who are members of the bargaining unit have not in any way waived and the Township agrees that they have not waived any rights that the employees may have under Civil Service regulations, statutes and laws.

ARTICLE XXIV
PERSONAL DAYS

Section 24.01

Employees covered by this Agreement, shall for the year 1981 solely, be entitled to two (2) days leave of absence with pay for personal business. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the Chief of Police or his designee. In the event that less than forty-eight (48) hours notice is given, said leave may be taken only upon authorization by said Chief of Police or his designee. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. *RBL 4/14/81 F.W.*

ARTICLE XXV
SAFETY COMMITTEE

Section 25.01

The P.B.A. will have a P.B.A. representative on the employer-employee safety committee.

ARTICLE XXVI
MEAL ALLOWANCE

Section 26.01

In the event that a uniformed patrolman works twelve (12) continuous hours in a twenty-four (24) hour work day, then he will be permitted a meal allowance up to the sum of four (\$4.00) dollars upon presentation of receipted bill and voucher.

ARTICLE XXVII

Section 27.01

PRINTING OF AGREEMENT

The Township of Ewing will reproduce this Agreement in sufficient quantities so that each employee in the bargaining unit may receive a copy, plus additional copies for distribution to employees hired during

the term of the Agreement. The method of reproduction will be at the Township of Ewing's discretion.

ARTICLE XXVIII

LAY-OFFS

Section 28.01

In the event there is a need for lay offs, applicable Civil Service rules shall apply setting forth lay-off and recall procedures.

Section 28.02

The appointing authority may lay off an employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of employees in a given class.

Section 28.03

1. No permanent employee shall be laid off until all emergency, temporary and provisional employees and all probationers who are serving their working test period holding positions in the same class in the organization unit are separated; nor shall a permanent employee be laid off except in accordance with the procedure as prescribed in the Civil Service Rules.

2. Whenever possible such employee shall be demoted in lieu of layoff to some lesser office or position in the same organization unit as determined by the Chief Examiner and Secretary of Civil Service.

Section 28.04

1. Whenever there are two or more permanent employees in the class from which layoff or demotion in lieu of layoff is to be made, employees in that class with an unsatisfactory performance rating for the twelve (12) month period immediately preceding the layoff or demotion shall be the first laid off or demoted.

2. Layoff or demotion for all other employees in that class shall be as follows:

(a) Layoff or demotion of permanent employees shall be in the order of seniority in the class, the person or persons last appointed will be the first laid off or demoted.

(b) In all cases where there are employees who are veterans a disabled veteran or a veteran shall be retained in that order, in preference to a non-veteran having equal seniority in his or her class.

Section 28.05

1. No permanent employee in the classified service or employee serving a working test period after regular appointment shall be laid off or demoted in lieu of layoff until he shall have been given notice in writing, personally or by certified mail, of the date upon which he will be laid off or demoted and the reasons for the action. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective and a copy of such notice must be sent to the Civil Service Department at the same time.

2. An employee who shall be laid off or demoted in lieu of layoff shall have the right of appeal to the Civil Service Commission provided such appeal is received by the Civil Service Commission within twenty (20) days after the date of receipt of notice.

Section 28.06

1. The Chief Examiner and Secretary of Civil Service Commission, shall after receipt of the notice, determine the demotional and re-employment rights of the employee to be laid off or demoted and within a reasonable time not to exceed forty-five (45) days notify the employee and the appointing authority of such rights.

2. The name of any employee laid off or demoted in lieu of layoff shall be placed on a special re-employment list for the position from which he has been laid off or demoted;

3. When an office or position of the same or comparable duties and responsibilities to that previously held by the employee is to be filled in the same organization unit, his name shall be certified from the special re-employment list for appointment;

4. If a comparable position in any other unit is to be filled by appointment from an open competitive eligible list, or a regular re-employment list, the name of the employee on the special re-employment list shall be certified before using the open competitive list or a regular re-employment list.

ARTICLE XXIX

RETROACTIVITY

Section 29.01

All rights, privileges, benefits, salaries, duties and obligations

herein shall be in force nunc pro tunc and retroactive to January 1, 1981.

ARTICLE XXX

SEPARABILITY AND SAVINGS

Section 30.01

If any provisions of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be in-operative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXI

Section 31.01

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject to negotiations.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first hereinabove written.

WITNESS

TOWNSHIP OF EWING

Fred R. Wharton

BY: [Signature]

WITNESS

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL #111

[Signature]

BY: Robert A. [Signature]

APPENDIX A

HOURS OF "WORK" FORMULA

2nd Yr. Plus Employee

$$(40 \times 52) - (21 \times 8) = 1912$$

1st Yr. Employee

$$(40 \times (52 \times \frac{\text{weeks worked}}{52})) - (8 \times (12 \times \frac{\text{mons. worked}}{12}))$$

EXAMPLE - June 1 Hire

$$\begin{array}{rclcl} (40 \times (52 \times 30/52)) & - & (8 \times (12 \times 7/12)) & = & \\ 1200 & - & 56 & = & 1144 \text{ hrs. to 12/28} \end{array}$$

$$\begin{array}{rclcl} (40 \times (52 \times 22/52)) & - & (8 \times (12 \times 5/12)) & = & \\ 880 & - & 40 & = & 840 \text{ hrs. to 5/31} \end{array}$$

1984

APPENDIX B

PATROLMEN

Up to One (1) Year.....	\$15,934.00
Second year and over.....	\$17,093.00
Third year and over.....	\$18,257.00
Fourth year and over.....	\$19,424.00
Fifth year and over.....	\$20,739.00

Radio Dispatcher-Full Time

7.38 per hour